

No. 2058

United States Circuit Court of Appeals

FOR THE NINTH CIRCUIT

STEAMSHIP "COLUMBIA," Etc., and JAMES
BARRON, Owner,

Appellants,

vs.

ALEX ZUEGHOER, K. J. JOHANNSON and
JULIUS JOHANNSON,

Appellees.

APOSTLES ON APPEAL

Upon Appeal from the United States District Court
for the Western District of Washington,
Northern Division.

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*In the District Court of the United States for the Western
District of Washington. Northern Division.*

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,

Libellants and Appellees.

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner,

Respondents and Appellants.

No. 4503.

NAMES AND ADDRESSES OF COUNSEL.

ROBERT McMURCHIE, Esq.,

Proctor for Respondent and Appellant, Everett, Washington.

E. C. MILLION, Esq.,

Proctor for Libellants and Appellees, 920 Alaska Building,
Seattle, Washington.

J. P. HOUSER, Esq.,

Proctor for Libellants and Appellees, 920 Alaska Building,
Seattle, Washington.

GEORGE FRIEND, Esq.,

Proctor for Libellants and Appellees, 920 Alaska Building,
Seattle, Washington.

*In the District Court of the United States for the Western
District of Washington. Northern Division.*

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,
Libellants and Appellees.

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner, and D.
NEESON,
Respondents and Appellants.

No. 4503.

STATEMENT.

TIME OF COMMENCEMENT OF SUIT.

January 16, 1911.

NAMES OF PARTIES TO SUIT.

Libelant: Alex Zueghoer, K. J. Johannson and Julius Johannson. Respondents: Steamship "Columbia" and James Barron, Owner.

DATES OF FILING RESPECTIVE PLEADINGS.

Libel filed January 16, 1911.

Appearance of Claimant filed March, 1911.

Answer of Appellant filed January 12, 1911.

Claimant's bond filed March 16, 1911.

REFERENCE TO COMMISSIONER.

Cause was referred to Commissioner A. C. Bowman, to take and report the testimony, and on June 5, 1911, said Commissioner duly returned into the Clerk's office his transcript of the testimony so taken.

TIME OF TRIAL.

This cause was submitted to the Honorable C. H. Hanford, Judge of the District Court, on testimony taken before a Commissioner and was by him taken under advisement and a Memorandum Decision on the Merits was handed down and filed on August 1, 1911.

DATE OF ENTRY OF DECREE.

A Memorandum Decision on the Merits was filed in the District Court on August 1, 1911, and the final decree was made and entered and filed in said District Court on October 2, 1911, and Notice of Appeal was filed in the District Court on October 12, 1911.

ROBERT McMURCHIE,
Proctor for Appellant.

*In the District Court of the United States, Western District,
Northern Division.*

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,

Libellants,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner.

} No. 4503.

Come now the libellants and for their cause of action herein allege and aver as follows:

1. That at all the times hereinafter mentioned, the Steamship "Columbia" was and now is a steamboat duly registered under the laws of the United States, and plying the waters

of Puget Sound, and was and now is within the jurisdiction of this Honorable Court.

2. That the defendant James Barron is now the owner and in the possession and control of said steamboat, which is now located at Everett, Washington.

3. That during the months of April, May, June and July, 1910, said steamboat was operated and owned by the Sound Motor Company, and engaged in commercial business in the waters of Puget Sound.

4. That during said times, the libellant Alex Zueghoer was employed as purser on said steamer by the then owner thereof at a salary of \$75 per month, during which time said libellant earned as follows: In April \$40, in May \$75, in June \$75, and July \$39, making in all a total of \$229, no part of which has ever been paid.

5. That during the time said steamship was so operated, the libellant K. J. Johannson was employed thereon as mate by said owners, for which he was to receive the sum of \$105 per month, and during said employment said libellant earned and became entitled to wages as follows: In April, 1910, the sum of \$105, in May, 1910, the sum of \$50, making in all \$155, no part of which has ever been paid.

6. That during the time said steamship was so operated libellant Julius Johannson was employed thereon as mate during the month of June, 1910, at the agreed rate of wages of \$65 per month; said employment being in pursuance of a contract with the then owners of said steamship, no part of which has ever been paid.

7. That by reason of the above and foregoing facts, the laws of the United States and the laws of the State of Washington, said libellants are entitled to and have a lien upon said boat, together with her engines, boilers, tackle, furniture and apparel,—to secure the payment thereof,—all of which is within the jurisdiction of this Court.

Wherefore libellants pray for judgment and decree of this Court establishing their claim of lien against said boat and directing that same be sold to satisfy said lien, in pursuance of the laws, rules and practice of this Court in such cases made and provided.

MILLION & HOUSER and
GEO. FRIEND,

Proctor for Libellants, 920 Alaska Building, Seattle, Wash.

United States of America,
State of Washington,
County of King.—ss.

Julius Johannson, Alex Zueghoer and K. J. Johannson, being first duly sworn, upon his oath deposes and says that he is one of the libellants named in the foregoing libel; that he has heard said libel read, knows the contents thereof and believes the same to be true.

JULIUS JOHANNSON,
ALEX ZUGEHOER,
KARL J. JOHANNSON.

Subscribed and sworn to before me this 20th day of December, 1910.

E. C. MILLION,
Notary Public in and for the State of Washington, residing
at Seattle.

Indorsed: Libel. Filed in the U. S. District Court, Western Dist. of Washington, Jan. 16, 1911. R. M. Hopkins, Clerk.

*In the District Court of the United States, Western District,
Northern Division.*

ALEX ZUEGHOER, K. J. JOHANN-
SON, and JULIUS JOHANNSON,
Libellants,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner.

No. 4503.

ANSWER.

*To the Honorable C. H. Hanford, Judge of the District Court
of the United States, for the Western District of Wash-
ington:*

James Barron, owner and claimant of the steamer "Columbia," her engines, boiler, tackle, furniture and apparel as the same are proceeded against on the libel of Alex Zueghoer, K. J. Johannson and Julius Johannson, answers said libel and complaint as follows:

I.

The claimant admits the allegations contained in paragraphs 1, 2 and 3 of the libellants' cause of action herein.

II.

That the claimant denies the allegations contained in paragraph 4 of the libellants' cause of action herein, and each and every allegation therein contained, and specifically denies that there is due to the libellant Alex Zueghoer the sum of Two Hundred and Twenty-nine (\$229.00) Dollars, or any part thereof.

III.

The claimant denies the allegations contained in paragraph 5 of the libellants' cause of action herein, and each and every allegation therein contained, and specifically denies that there is due to the libellant K. J. Johannson the sum of One Hundred and Fifty-five (\$155.00) Dollars.

IV.

The claimant denies the allegations contained in paragraph 6 of the libellants' cause of action herein, and each and every allegation therein contained, and specifically denies that there is due to the libellant Julius Johannson the sum of Sixty-five (\$65.00) Dollars, or any part thereof.

As and for a first affirmative defense, the claimant herein alleges as follows:

I.

That in the month of March, 1910, one James Good, then the owner of the said Steamer "Columbia," mortgaged same to the claimant herein, James Barron, for the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars, and in the said month of March, 1910, the said James Good did sell the said Steamer "Columbia" to the Sound Motor Company, a corporation, who assumed the mortgage of the claimant James Barron and agreed to pay same; that from and after the date of the purchase of the said Steamer "Columbia" by the Sound Motor Company, the said steamer remained in the possession of the Sound Motor Company until the 15th day of July, 1910, when default being made in the terms of the said mortgage, the said James Barron, the claimant herein, took possession of the said boat and took proceedings to foreclose his mortgage, and ever since said date has been the owner of said boat and been in possession of same.

II.

That during all the times that the said Sound Motor Company operated the said vessel, the libellants herein were officers and trustees of the said Sound Motor Company and had charge and management of the said Steamer "Columbia," running same and collecting the moneys earned by the said Steamer "Columbia" as such officers, and during such time the said Sound Motor Company allowed said boat to incur liabilities, and when the claimant herein, James Barron, took possession of the said boat in the month of July, 1910, liabilities amounting to over Fifteen Hundred (\$1500.00) Dollars had been incurred on the faith and credit of the said Steamer "Columbia," and which sums the said James Barron was forced to pay in order to protect his mortgage security on the said Steamer "Columbia."

As and for a second affirmative defense to the claim of the libellant, K. J. Johannson, the claimant herein alleges:

I.

That the said K. J. Johannson entered into an agreement with the claimant herein, that on condition that the claimant would make certain repairs to the said steamboat "Columbia" and would continue to run the said steamboat for a short time on the run from Seattle to Bainbridge Island, where the said steamboat was running while in the possession of the Sound Motor Company, and would employ the said K. J. Johannson as one of the officers to run said boat, that he would release any claim or pretended claim which he might have against the said steamer "Columbia" for wages or otherwise up to the extent of Two Hundred (\$200.00) Dollars; that the claimant herein pursuant to such agreement, expended a large sum of money in repairs to said steamboat "Columbia" under the direction of the said K. J. Johannson, exceeding in amount the sum of One Thousand (\$1000.00) Dollars, and did employ the said K. J. Johannson to assist in running said boat for

him, and the said K. J. Johannson assisted in running the said boat until the 29th day of November, 1910, during all of which time the claimant herein paid wages of the said K. J. Johannson; that during all of said time, the said boat was not paying its operating expenses and said claimant herein lost by permitting the said boat to be run, a sum in excess of Five Hundred (\$500.00) Dollars, all of which expenses were incurred for the purpose of enabling the libellants herein to interest parties with money to assist them in purchasing the said steamboat "Columbia" and paying the claim of the claimant herein.

As and for a third affirmative defense to the claim of the libellant, Alex Zueghoer, the claimant alleges as follows:

I.

That from and after the 15th day of July, 1910, the said libellant Alex Zueghoer was employed by the claimant herein to act as a purser on the said steamboat "Columbia" and during such times the said libellant Alex Zueghoer collected moneys from the passengers and for freight earned by the said steamboat "Columbia" belonging to the claimant herein, amounting to Two Hundred Sixty-nine and 35-100 (\$269.35) Dollars, for which the said Alex Zueghoer has made no accounting to the claimant herein and is indebted to the claimant herein in the said sum of Two Hundred Sixty-nine and 35-100 (\$269.35) Dollars, for which sum claimant asks judgment against the libellant Alex Zueghoer.

Wherefore, having fully answered, claimant prays that the libel of the libellants herein may be dismissed with costs.

ROBERT McMURCHIE,

Proctor for Claimant.

Western District of Washington.—ss.

James Barron, being first duly sworn, deposes and says: that he is the claimant above named; that he has read the

II.

That during all the times that the said Sound Motor Company operated the said vessel, the libellants herein were officers and trustees of the said Sound Motor Company and had charge and management of the said Steamer "Columbia," running same and collecting the moneys earned by the said Steamer "Columbia" as such officers, and during such time the said Sound Motor Company allowed said boat to incur liabilities, and when the claimant herein, James Barron, took possession of the said boat in the month of July, 1910, liabilities amounting to over Fifteen Hundred (\$1500.00) Dollars had been incurred on the faith and credit of the said Steamer "Columbia," and which sums the said James Barron was forced to pay in order to protect his mortgage security on the said Steamer "Columbia."

As and for a second affirmative defense to the claim of the libellant, K. J. Johannson, the claimant herein alleges:

I.

That the said K. J. Johannson entered into an agreement with the claimant herein, that on condition that the claimant would make certain repairs to the said steamboat "Columbia" and would continue to run the said steamboat for a short time on the run from Seattle to Bainbridge Island, where the said steamboat was running while in the possession of the Sound Motor Company, and would employ the said K. J. Johannson as one of the officers to run said boat, that he would release any claim or pretended claim which he might have against the said steamer "Columbia" for wages or otherwise up to the extent of Two Hundred (\$200.00) Dollars; that the claimant herein pursuant to such agreement, expended a large sum of money in repairs to said steamboat "Columbia" under the direction of the said K. J. Johannson, exceeding in amount the sum of One Thousand (\$1000.00) Dollars, and did employ the said K. J. Johannson to assist in running said boat for

him, and the said K. J. Johannson assisted in running the said boat until the 29th day of November, 1910, during all of which time the claimant herein paid wages of the said K. J. Johannson; that during all of said time, the said boat was not paying its operating expenses and said claimant herein lost by permitting the said boat to be run, a sum in excess of Five Hundred (\$500.00) Dollars, all of which expenses were incurred for the purpose of enabling the libellants herein to interest parties with money to assist them in purchasing the said steamboat "Columbia" and paying the claim of the claimant herein.

As and for a third affirmative defense to the claim of the libellant, Alex Zueghoer, the claimant alleges as follows:

I.

That from and after the 15th day of July, 1910, the said libellant Alex Zueghoer was employed by the claimant herein to act as a purser on the said steamboat "Columbia" and during such times the said libellant Alex Zueghoer collected moneys from the passengers and for freight earned by the said steamboat "Columbia" belonging to the claimant herein, amounting to Two Hundred Sixty-nine and 35-100 (\$269.35) Dollars, for which the said Alex Zueghoer has made no accounting to the claimant herein and is indebted to the claimant herein in the said sum of Two Hundred Sixty-nine and 35-100 (\$269.35) Dollars, for which sum claimant asks judgment against the libellant Alex Zueghoer.

Wherefore, having fully answered, claimant prays that the libel of the libellants herein may be dismissed with costs.

ROBERT McMURCHIE,
Proctor for Claimant.

Western District of Washington.—ss.

James Barron, being first duly sworn, deposes and says: that he is the claimant above named; that he has read the

II.

That during all the times that the said Sound Motor Company operated the said vessel, the libellants herein were officers and trustees of the said Sound Motor Company and had charge and management of the said Steamer "Columbia," running same and collecting the moneys earned by the said Steamer "Columbia" as such officers, and during such time the said Sound Motor Company allowed said boat to incur liabilities, and when the claimant herein, James Barron, took possession of the said boat in the month of July, 1910, liabilities amounting to over Fifteen Hundred (\$1500.00) Dollars had been incurred on the faith and credit of the said Steamer "Columbia," and which sums the said James Barron was forced to pay in order to protect his mortgage security on the said Steamer "Columbia."

As and for a second affirmative defense to the claim of the libellant, K. J. Johannson, the claimant herein alleges:

I.

That the said K. J. Johannson entered into an agreement with the claimant herein, that on condition that the claimant would make certain repairs to the said steamboat "Columbia" and would continue to run the said steamboat for a short time on the run from Seattle to Bainbridge Island, where the said steamboat was running while in the possession of the Sound Motor Company, and would employ the said K. J. Johannson as one of the officers to run said boat, that he would release any claim or pretended claim which he might have against the said steamer "Columbia" for wages or otherwise up to the extent of Two Hundred (\$200.00) Dollars; that the claimant herein pursuant to such agreement, expended a large sum of money in repairs to said steamboat "Columbia" under the direction of the said K. J. Johannson, exceeding in amount the sum of One Thousand (\$1000.00) Dollars, and did employ the said K. J. Johannson to assist in running said boat for

him, and the said K. J. Johannson assisted in running the said boat until the 29th day of November, 1910, during all of which time the claimant herein paid wages of the said K. J. Johannson; that during all of said time, the said boat was not paying its operating expenses and said claimant herein lost by permitting the said boat to be run, a sum in excess of Five Hundred (\$500.00) Dollars, all of which expenses were incurred for the purpose of enabling the libellants herein to interest parties with money to assist them in purchasing the said steamboat "Columbia" and paying the claim of the claimant herein.

As and for a third affirmative defense to the claim of the libellant, Alex Zueghoer, the claimant alleges as follows:

I.

That from and after the 15th day of July, 1910, the said libellant Alex Zueghoer was employed by the claimant herein to act as a purser on the said steamboat "Columbia" and during such times the said libellant Alex Zueghoer collected moneys from the passengers and for freight earned by the said steamboat "Columbia" belonging to the claimant herein, amounting to Two Hundred Sixty-nine and 35-100 (\$269.35) Dollars, for which the said Alex Zueghoer has made no accounting to the claimant herein and is indebted to the claimant herein in the said sum of Two Hundred Sixty-nine and 35-100 (\$269.35) Dollars, for which sum claimant asks judgment against the libellant Alex Zueghoer.

Wherefore, having fully answered, claimant prays that the libel of the libellants herein may be dismissed with costs.

ROBERT McMURCHIE,
Proctor for Claimant.

Western District of Washington.—ss.

James Barron, being first duly sworn, deposes and says: that he is the claimant above named; that he has read the

foregoing answer, knows the contents thereof, and that the same is true to the best of his knowledge.

JAMES BARRON.

Subscribed and sworn to before me this 4th day of January, 1910.

(Seal)

J. W. OYEN,

Notary Public in and for the State of Washington, residing at Everett, Washington.

Service of the within Answer admitted at Seattle this 12th day of January, 1911.

MILLION & HOUSER.

Indorsed: Answer of Claimant. Filed *nunc pro tunc* as of Jan. 12, 1911, per order dated August 8, 1911. R. M. Hopkins, Clerk.

*United States District Court Western District of Washington,
Northern Division.*

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,

Libellants,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON,

Claimant.

No. 4503.

Filed Aug. 1, 1911.

MEMORANDUM DECISION ON THE MERITS.

This is a suit to collect wages for services as mariners in operating the steamboat Columbia. The owner has filed a

claim and bond for release of the vessel but has not filed an answer controverting the claims set forth in the libel. The testimony introduced squints at possible defenses not available to the claimant for the reason that without an answer those matters are not in issue.

By the libel and the uncontradicted evidence there appears to be due to the libellants, balances of unpaid wages as follows:

Julius Johannson	\$65.00
K. J. Johannson	155.00
Alexander Zugehoer	225.00

I direct that a decree be entered in favor of the libellants for the several sums above stated, without interest and for costs.

C. H. HANFORD,
United States District Judge.

ADDENDA.

The claimant in support of a petition for a rehearing has submitted an answer which by endorsement thereon appears to have been served upon the proctor for the libellants in the month of January this year, and it appears that the failure to file it in the Clerk's office was an inadvertence.

Leave is hereby granted to file said answer and it will be considered as if filed on the date on which service was made.

By this answer three affirmative defenses are pleaded— the substance of the first is that, while the claimant held a mortgage upon the Columbia, the mortgagor sold her to a corporation of which the libelants were officers and trustees, and they operated her as a carrier of passengers and received her earnings; that said corporation assumed the mortgage debt and promised to pay it but has failed to do so; and that in the month of July, 1910, the corporation having made default in payments due, the claimant took possession of the boat which was then subject to liens amounting to \$1,500 for debts

incurred in her operation under the management of the libellants.

The evidence proves that until the first day of July the boat was operated under the management of a man named Munks who received her earnings and there is no evidence tending to prove that either of the libellants were in any way responsible for any debts incurred in the operation of the boat which became liens or which the claimant was obliged to pay. There is no evidence to support a finding that either of the libellants as individuals or by reason of their association with the manager of the corporation became liable to the claimant for the mortgage debt or any part of it by virtue of any promise, or by reason of misconduct. Therefore this defense must fail.

The second affirmative defense pleads an agreement entered into between the libellant K. J. Johannson and the claimant whereby said libellant promised that on condition that the claimant would make needed repairs to the Columbia and continue to run her for a short time, said libellant would contribute from the wages due him the sum of \$200.00, and that pursuant to said agreement the libellant expended for repairs under the direction of said libellant, a sum exceeding \$1,000.00 and the boat was continued on her run as agreed, incurring a loss for operating expenses in excess of \$500.00.

By the testimony including admissions of said K. J. Johannson, it appears that he did agree to contribute out of the wages due him, for repairing the boat, the sum of \$100.00. At the time of entering into this agreement Johannson was captain of the boat and he had succeeded Munks as president of the corporation and he desired to keep the boat on the run in the expectation of affecting a sale which would be an advantage to him. Therefore, there was a valid consideration for the agreement and the amount of \$100.00 will be deducted from the balance of wages which he earned, and the decree will award to him \$55.00 instead of \$155.00.

The third affirmative defense pleads that the libellant Zuge-

hoer acted as purser of the Columbia while she was on the run after the claimant took her into his possession, and that said libellant collected a sum of money which he has failed to account for.

By this defense the claimant assumed the burden of proving the account, which he has failed to do, and there is no evidence rebutting the testimony of said libellant to the effect that he disbursed all money received by him and that as to the particular items of disbursement which were questioned, the payments were authorized by the claimant.

Except as above indicated, the decree to be entered will be as heretofore directed.

C. H. HANFORD,
United States District Judge.

Indorsed: Memorandum Decision on the Merits. Filed in the U. S. District Court, Western Dist. of Washington, Aug. 1, 1911. R. M. Hopkins, Clerk.

In the District Court of the United States for the Western District of Washington. Northern Division.

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,

Libellants,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner.

No. 4503.

FINDINGS OF FACT AND CONCLUSIONS OF LAW.

This cause having heretofore been duly and regularly submitted and the Court being fully advised in the premises, does hereby make the following Findings of Fact, to-wit:

I.

That at all times hereinafter mentioned the Steamship "Columbia" was and now is a steamboat duly registered under the laws of the United States and plying the waters of Puget Sound, and was at the time of the commencement of this action in the jurisdiction of this Court, and that after this action was started, claimant, James Barron, made claim to said steamship and furnished a bond as provided by law and the rules of this Court.

II.

That the Sound Motor Company, a corporation, purchased the said steamer "Columbia" in the month of March, 1910, from one James Good, and at the time of said purchase, said steamer was covered by a mortgage held by James Barron, the claimant herein, for the sum of Ten Thousand Five Hundred (\$10,500.00) Dollars, which was then wholly unpaid, and the said Sound Motor Company did assume and agree to pay the said mortgage.

III.

That during the months of April, May, June and July, 1910, the said steamship "Columbia" was owned and operated by the said Sound Motor Company, a corporation, and engaged in the commercial business in the waters of Puget Sound.

IV.

That the libellant Alex Zueghoer was, prior to the purchase of the said steamship "Columbia" by the said Sound Motor Company, a stockholder in said Sound Motor Company and from and after July 1st, 1910, was the treasurer of the said Sound Motor Company.

V.

That during said times, the libellant, Alex Zueghoer, was employed by the Sound Motor Company as purser on the said

steamship, and that there is due and owing and unpaid to him as a balance from and on account of his services as such purser, the sum of Two Hundred and Twenty-nine (\$229.00) Dollars.

VI.

That during the aforesaid times the libellant, K. J. Johansson, was employed by the Sound Motor Company to work on said boat as mate, for which there is remaining unpaid on account of his wages by the said Sound Motor Company, the sum of One Hundred and Fifty-five (\$155.00) Dollars.

VII.

That the said Sound Motor Company and the officers thereof, from and after the month of March, 1910, operated the said steamship "Columbia" and incurred large liabilities thereon which the claimant James Barron was forced to pay, for the purpose of protecting his said mortgage, and the said mortgage being in default according to the terms thereof, the said James Barron, the claimant herein, took possession of said vessel on the 15th day of July, 1910, and proceeded to foreclose his mortgage and thereafter became the owner of said vessel and has been in possession of same.

VIII.

That said libellant K. J. Johansson stated to the said claimant, James Barron, that if he, the said James Barron, would continue the said "Columbia" on her then run after the said "Columbia" had been taken over from the said Sound Motor Company, that said libellant would contribute wages due to him for the repairing of said vessel in the sum of One Hundred (\$100.00) Dollars, and that at the time of entering into said agreement, said libellant was captain of said vessel and had succeeded as president of said corporation and desired to keep said boat on said run.

IX.

That during the time aforesaid, the libellant Julius Johannson was employed thereon by the said Sound Motor Company at the agreed rate of wages of Sixty-five (\$65.00) Dollars per month, and that by reason of such services, there is now due and owing to him by the said Sound Motor Company the sum of Sixty-five (\$65.00) Dollars.

X.

That during all of the times mentioned all the libellants herein were stockholders and K. J. Johannson was one of the officers of the Sound Motor Company, a corporation, and the said libellant Alex Zueghoer, as an officer of the said Sound Motor Company, after July 1st, 1910, and while acting as purser on the said vessel, did collect moneys for the services rendered by the said vessel from passengers and for the carrying of freight, and did pay same over to the president of the Sound Motor Company, a corporation, and at the time of making said payments, the said Alex Zueghoer was the treasurer after July 1st, but purser at all times of the said Sound Motor Company and had charge of the receipts and disbursements of said corporation.

XI.

That the said Sound Motor Company did incur liabilities which were a charge upon the said steamer "Columbia" and which the claimant herein was forced to pay in a sum in excess of Fifteen Hundred (\$1,500.00) Dollars, which sum the claimant was forced to pay in order to protect his mortgage security.

CONCLUSIONS OF LAW.

From the Findings of Fact and from the records and evidence in this action, the Court concludes as follows:

I.

That the libellant Alex Zueghoer is entitled to recover from the claimant and his bondsmen the sum of Two Hundred and Twenty-nine (§229.00) Dollars, without interest, to which conclusion of law the claimant excepted, which exception is allowed.

II.

That the libellant K. J. Johannson is entitled to recover the sum of Fifty-five (§55.00) Dollars only, without interest, for the reason that there is a valid consideration for his agreement with the claimant to contribute One Hundred (§100.00) Dollars towards the repairs of the Steamship "Columbia," by reason of which said claimant is entitled to an offset of One Hundred (§100.00) Dollars, to which conclusion of law the libellant excepted to the allowance of said One Hundred (§100.00) Dollars, which exception is allowed.

III.

That the libellant Julius Johannson is entitled to judgment against the claimant and his bondsmen for the sum of Sixty-five (§65.00) Dollars, without interest, to which conclusion of law the claimant excepted, which exception is allowed.

IV.

That libellants have and recover herein their costs and disbursements to be taxed by the Clerk of this Court, to which conclusion of law the claimant excepted, which exception is allowed.

V.

That said libellants have a valid and subsisting lien upon said steamship "Columbia," which lien is in full force and effect, and the said claimant having filed his bond herein, libellants are entitled to judgment and execution against the

said claimant and his bondsmen for said amount, for all of which let the decree be entered, to which conclusion of law the claimant excepted, which exception is allowed.

DECREE.

By virtue of the law and by reason of the premises aforesaid, it is hereby ordered, adjudged and decreed:

That the libellants do have and recover of and from the claimant James Barron and D. Neeson, his bondsman herein, the following sums, to-wit:

I.

Libellant Alex Zueghoer the sum of Two Hundred and Twenty-nine (\$229.00) Dollars.

II.

Libellant K. J. Johannson the sum of Fifty-five (\$55.00) Dollars.

III.

Libellant Julius Johannson the sum of Sixty-five (\$65.00) Dollars.

IV.

Libellants recover their costs and disbursements herein to be taxed by the Clerk of this Court.

V.

For all of which let execution issue against the goods and chattels of said claimant James Barron and said D. Neeson, his bondsman herein.

To all the foregoing the claimant James Barron excepts, which exception is hereby allowed.

Dated this 2nd day of October, 1911.

C. H. HANFORD, Judge.

O. K.

E. C. Million, Atty. for Libellant.

R. McMurchie, Atty. for Claimant.

Indorsed: Findings of Fact and Conclusions of Law, and Decree. Filed in the U: S. District Court, Western Dist. of Washington, Oct. 2, 1911. A. W. Engle, Clerk; F. A. Simpkins, Deputy Clerk.

In the District Court of the United States for the Western District of Washington. Northern Division.

<p>ALEX ZUEGHOER, K. J. JOHANN- SON and JULIUS JOHANNSON, <i>Libellants,</i></p> <p style="text-align: center;">vs.</p> <p>STEAMSHIP "COLUMBIA" and JAMES BARRON, Owner, <i>Respondent.</i></p>	}	No. 4503.
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To the said libellants Alex Zueghoer, K. J. Johannson and Julius Johannson, and to E. C. Million, their proctor, and to the Clerk of the above entitled Court:

You and each of you will please take notice, that James Barron, claimant of the said steamer "Columbia," and D. Neeson, his surety, hereby appeal to the United States Circuit Court of Appeals, for the Ninth Circuit, from the certain final decree made and entered by the above entitled Court in the above entitled cause on the 2d day of October, 1911.

Dated at Everett, Snohomish County, Washington, this 10th day of October, 1911.

JAMES BARRON,
DANL. NEESON,
ROBERT McMURCHIE,

Proctor for James Barron, Claimant of Steamer "Columbia,"
and D. Neeson, Surety.

VIII.

The Court erred in entering a decree in favor of libellant K. J. Johannson for the sum of Fifty-five (\$55.00) Dollars.

IX.

The Court erred in entering a decree in favor of the libellant Julius Johannson in the sum of Sixty-five (\$65.00) Dollars.

X.

The Court erred in entering a decree that the libellants recover their costs and disbursements.

XI.

The Court erred in directing that execution might issue against the goods of the claimant James Barron and D. Neeson, his bondsman.

XII.

The Court erred in not entering a decree dismissing the libel of the libellant Alex Zueghoer as to the said steamer "Columbia" and as to James Barron, the owner and claimant.

XIII.

The Court erred in not entering a decree dismissing the libel of the libellant K. J. Johannson as to the said steamer "Columbia" and as to James Barron, the owner and claimant.

XIV.

The Court erred in not entering a decree dismissing the libel of the libellant Julius Johannson as to the said steamer "Columbia" and as to James Barron, its owner and claimant.

ROBERT McMURCHIE,
Proctor for Appellants James Barron and D. Neeson.

Due service of a copy of the within Assignments of Error received and service of same acknowledged this 16th day of October, 1911.

MILLION & HOUSER,
Proctor for Libellants.

Indorsed: Assignment of Error. Filed in the U. S. District Court, Western District of Washington, Oct. 16, 1911. A. W. Engle, Clerk. By F. A. Simpkins, Deputy.

In the District Court of the United States for the Western District of Washington. Northern Division.

ALEX ZUGEHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,
Libellants,

vs.

THE STEAMER "COLUMBIA," Etc.,
Respondent,
JAMES BARRON,
Claimant.

No. 4503.

To the Honorable Judges of the above entitled Court:

Pursuant to the Order of Reference in the above entitled cause, I proceeded with the hearing of testimony on behalf of the libellants appearing by Mr. E. C. Million, their proctor, and the claimant appearing by Mr. Robert McMurchie, his proctor, as follows:

Evidence of K. J. Johannson, page 10, starting with line 24 to line 21 on page 11:

Q Did not you request Mr. Barron to allow the boat to remain on the run to enable you to give you a chance to sell

the boat, to see if you could not save the money out of the thing that way?

A I requested Barron to keep the boat on the run so that he could get a chance to sell the boat to get his money back. It was a better chance to sell the steamer in the summer than in the winter.

Q And so that you people could make something over and above the mortgage, what you could get out of the boat by running the boat?

A No sir.

Q You did not tell Barron that you could get about \$2,500.00—that you could save that amount?

A No sir.

Q That you could sell the boat for that much more than the mortgage if he would let you run the boat on that run?

A No sir.

Q Never demanded that the boat should remain on the run?

A Yes, we desired the boat to remain on the run. I told Barron it was easier to sell the boat in the summer time than in the winter time, and he could sell that run with the boat, otherwise he had no chance to sell the boat at all. In the spring it would have been an easy matter to sell the boat and Mr. Barron would have got his money out of her.

Evidence of James Barron on page 33 to page 37, inclusive:

JAMES BARRON, claimant, being duly sworn, testified as follows:

Q (Mr. Lloyd) You are the owner of the steamer Columbia?

A Yes sir.

Q Were you the mortgagee of the steamer Columbia at the time the boat was sold by James Good to the Sound Motor Company?

A I was.

Q And remained such until you got possession of the boat, until the middle of July, 1910?

A Yes sir.

Q When did you first receive notice of the insolvency of the Sound Motor Company, and their inability to meet the mortgages?

A Along about the 10th of July.

Q From whom?

A Mr. Million.

Q What did you do?

A I came down and took possession of it along about the 14th or 15th.

Q And did you meet any of these libellants about this time, Mr. Zugehoer?

A Yes, I met all of them.

Q You met all the parties that are suing in this action, Mr. Zugehoer, Mr. K. J. Johannson and Julius Johannson?

A Yes sir.

Q Did you make any arrangements with them on what terms you would allow the boat to continue running on that run?

A No particular arrangements, no.

Q Well, when you took possession of the boat, under what terms was the boat to continue running?

A To give them a chance to buy the boat. They wanted me to run it for three months, they had a buyer at that time at the end of three months who would assist them to regain possession of it.

Q Was there any arrangement made with you that in case they did not make the sale, what you were to do? Were you to pay them a salary during that time?

A Yes, certainly.

Q You were to pay them a salary during the time the boat ran?

A Yes sir.

Q Did you do that?

A Yes sir.

Q As a condition for your allowing the boat to run did they make any concession as to arrears of salary?

A That was mentioned in an incidental way, it was not pressed.

Q Did they make any bargain with you that they would?

A Yes, Johannson made out a list of repairs on the boat which was costing me five or six hundred dollars, and offered to contribute to it I think about \$100.00 if I would make them, which I did. Mr. Zugehoer he never seemed to care about time that way. I never expected the matter would be brought up at all, and they did not until I talked about taking the boat off and then it all appeared to be very important matter.

Q They led you to understand that they were negotiating trying to raise money, and that they were not going to make any claim for back pay?

A No. They were ambitious to own the boat at this time and kept still about this matter, and when they brought it up toward the last it was one of the inducements to make me take the boat off.

Q They did not make any claim at all against the boat until after they found they were not able to arrange to purchase?

A Well, they had mentioned it incidentally, but they never had pressed it at all.

Q And you paid them the wages all the time the boat was running?

A Yes, I allowed them to pay themselves most of the time.

Q Out of your money?

A Yes sir.

Q Did you do these repairs they asked you to do?

A Yes, I did.

Q During the time the boat was in their possession running three months, how much did the boat lose above the operating expenses?

A I could not tell you exactly, quite a few hundred dollars.

Q Four or five hundred?

A I think so, a good deal more than five hundred.

CROSS-EXAMINATION.

Q (Mr. Million) Did not the boys tell you all the time that if you would continue to keep this boat on the run, that they would waive any claim against the boat for wages?

A Yes, they had talked that way.

Q And in fact just about the time you took the boat off the run you asked them to sign a release?

A Yes sir.

Q And they said they would if you would keep the boat on the run, and if you would not they would not?

A Yes sir.

Q Now you understand that Mr. Munks, the old president of the company, had charge of the matters until about the first of July, don't you?

A Yes sir.

Q That at that time there was a reorganization by which Zueghoer and Johannson practically took charge of the officers of the company?

A I was told that after I got possession.

Q And it was just before you took possession of the boat that you discovered there was some three or four thousand dollars debts on the boat?

A Yes sir.

Q Which you had to pay up in order to save her?

A Yes sir.

Q Now you say that Johannson at one time suggested if you would make certain repairs that he would throw in his wages on it, did he?

A \$100.00 I think he said, which I guess was about all that he claimed.

Q Did not he also say that if you kept the boat on the run—you do not remember that part of it?

A He said that, yes. He said that he expected to buy the boat himself, to keep it on the run at that time.

Q Well, he tried to raise money, he and his associates tried to raise money to buy the boat from you, didn't he?

A I do not know whether he did or not.

Q They represented to you that they tried?

A Yes, that they had a prospect.

RE-DIRECT EXAMINATION.

Q (Mr. Lloyd) Did you keep the boat on the run as long as you agreed to do in the first place, for three months?

A Oh yes, longer than that.

(Testimony of witness closed.)

MR. LLOYD: Claimant rests.

Evidence of Libellant Alex Zueghoer, pages 38, 39, 40 and 41.

LIBELLANTS' REBUTTAL.

ALEXANDER ZUEGHOER, recalled, testified in rebuttal as follows:

Q (Mr. Million) At the time that the boat was turned over to Barron, was the matter discussed of the wages owing to you and your two co-libellants?

A Yes sir.

Q Was he informed that you had claims for wages?

A Yes.

Q Did you at any time agree or say to him that you would waive your claim for wages on the boat?

A No.

CROSS-EXAMINATION.

Q (Mr. Lloyd) Did you ever tell him that if he would let the boat remain for three months that you would be able to secure a purchaser or ask him to allow the boat to remain for your benefit?

A I do not recollect having made such a statement.

Q Never made such a statement at all. Did you ever tell Barron that if he would allow the boat to remain on there that Gazzam would buy an interest in three months?

A No, I do not think I said any such thing. I said to Mr. Barron that I think Mr. Gazzam would help us to buy the boat.

Q That Gazzam would help you buy the boat. Did you tell Barron that Gazzam said he would have money in three months?

A I told him that he said he would probably be able to help within sixty days.

Q It was for the purpose of enabling you and your associates to get money to buy the boat, that Barron allowed the boat to remain?

A To enable us to continue to keep the boat running.

Q All Barron was asking was for the amount of the mortgage? He never asked for more than that. He just wanted you to pay up the amount of the mortgage?

A I do not think he ever mentioned that to me. I do not recollect that he wanted to sell the boat to us outright.

Q Did you tell Barron that the run was worth three thousand dollars to you?

A Yes sir.

Q And you told him that you wanted to protect that route?

A Yes sir.

(Testimony of witness closed.)

AFTERNOON SESSION.

ALEXANDER ZUGEHOER, on the stand for further direct examination.

Q (Mr. Million) What was the understanding between you and Barron about the payment of these wages?

A About the time that he took the Columbia over, I told him that there were back wages of the firemen, engineer, Johannson and myself, and we disputed the matter for awhile

and he paid the firemen and afterwards settled with the engineer, and he said he did not want to pay us our wages because we were stockholders of the company and he thought he did not have to pay us.

Q That was the excuse that he made for not paying your wages and Johannson's wages?

A Yes sir.

Q What did he say in that entire conversation?

A Before the boat was taken off I told him again that he ought to pay us our back wages, and he said since he paid his attorney to wind up the matter of the Columbia it would not be any additional expense to him to have this matter taken into Court, and that he would rather have it taken into Court than to pay us.

Q What was said, if anything, at that time about asking you to sign a release of your wages?

A We told him we did not want to sign.

Q State what he said, about the time he took the boat off the run, about signing a release?

A He came down there with a paper that he had written up and offered us part of our money, and wanted us to sign it and he would him if he would pay all our wages we would sign it, otherwise we would not. We wanted all the money that was coming to us, and that is the time when he said that he had paid his attorney any way to wind up the Columbia case and he would rather have it taken into Court than to pay it, as it would not be any additional expense to him.

(Testimony of witness closed.)

Evidence of K. J. Johannson, pages 42 and 43.

K. J. JOHANNSON, one of the libellants, recalled, testified as follows:

Q (Mr. Million) Mr. Barron testified that you showed him a list of repairs that you wanted made on the Columbia and that you stated in substance that if he would make the repairs you would give \$100.00 of your wages. I wish you would state

the transaction, just how it occurred and what was said to you by him in regard to that?

A Well, I told Barron if he would keep the Columbia on the run I would give that much out of the back standing wages toward her repairs, if he wanted to keep the Columbia on the run during the winter, otherwise I wanted my money, and there was no more said about it.

Q How soon was that after he took the Columbia over?

A Well, that was I think some time in September.

Q Now about the time that he took the Columbia off the run, state what was said by him at the time he asked you to sign a release, and where that occurred?

A Well, it occurred on board the steamer on the run, I went down to the oil dock to get oil and Barron came on the boat down to the oil dock, and he said that he was willing to pay us twenty-five dollars each if we would sign a release to clear the boat.

Q What did you tell him?

A I told him no, I would not accept twenty-five dollars, I wanted the money coming to me.

CROSS-EXAMINATION.

Q (Mr. Lloyd) At the time he took the boat over in July, you thought that you would be able to find a purchaser for the boat on the run in three months?

A No sir.

Q Did not mention anything of that kind?

A No sir, never thought of such a thing.

Q Did not you tell him that you could get Gazzam to help you get the money in sixty days or three months?

A No sir, I told Barron we tried to get Gazzam interested in the boat. In fact I had several talks with Gazzam and I never stated any certain time or anything. I done all I could to help sell the boat.

(Testimony of witness closed.)

Testimony closed.

Indorsed: Testimony Reported by Commissioner. Filed in the U. S. District Court, Western Dist. of Washington, June 5, 1911. R. M. Hopkins, Clerk.

In the United States Circuit Court of Appeals, for the Ninth Circuit.

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,
Libellants and Appellees,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner, and D.
NEESON,
Respondents and Appellants.

No. 4503.

ORDER ALLOWING APPEAL.

Whereas, an appeal has been made to the United States Circuit Court of Appeals, for the Ninth Judicial Circuit of the United States, for a decree entered herein on the 2d day of October, 1911, and the Court being satisfied that the question there determined is one on which an appeal should be allowed;

Now, therefore, on application of the appellants, it is ordered, that the judgment and decree of this Court made and entered herein on the 12th day of October, 1911, against the appellants, and in favor of the appellees be revised in the matter of law by the Circuit Court of Appeals of the United States, in and for the Ninth Judicial Circuit, as provided by the rules and practice of that Court.

Let the Clerk within thirty days from this date prepare at the expense of the appellants, a certified copy of such decree

and of the record in this matter as returned into this Court, and of all matters pertinent to such order, and file the same with the Clerk of the United States Circuit Court of Appeals.

Witness the Honorable Cornelius H. Hanford, Judge of the said Court, and the seal thereof, in Seattle, on this 12th day of December, 1911.

(Seal)

Enter: C. H. HANFORD, Judge.

A. W. ENGLE, Clerk.

By F. A. SIMPKINS, Deputy.

Indorsed: Order Allowing Appeal. Filed in the U. S. District Court, Western Dist. of Washington, Dec. 12, 1911. A. W. Engle, Clerk. By F. A. Simpkins, Deputy.

In the District Court of the United States for the Western District of Washington. Northern Division.

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,

Libellants,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner.

No. 4503.

BOND ON APPEAL.

Know all men by these presents, that we, James Barron and D. Neeson as principals, and Charles Hove and N. A. Munro as sureties, are held and firmly bound unto Alex Zueghoer, K. J. Johannson and Julius Johannson in the full and just sum of One Thousand (\$1,000.00) Dollars, to be paid to the said Alex Zueghoer, K. J. Johannson and Julius Johannson,

their heirs, executors, administrators and assigns as their interest may appear, for which payment well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of October, 1911.

Whereas, lately, at a District Court for the United States, for the Western District of Washington, Northern Division, in a suit pending in said District, between Alex Zueghoer, K. J. Johannson and Julius Johannson as libellants, and the steamer "Columbia" respondent, whereof James Barron is claimant, a decree was rendered against the said James Barron and D. Neeson as surety and in favor of the said libellants, and the said James Barron and D. Neeson having filed in the office of the Clerk of said District Court, and served on the proctors for libellants in said cause, a notice signed by said James Barron and D. Neeson that they appeal to the United States Circuit Court of Appeals, for the Ninth Circuit from said decree.

Now, therefore, the condition of this obligation is such, that if the above named principals shall prosecute their appeal to effect and pay the costs if said appeal is not sustained, and if said principal will abide by and perform whatever decree may be rendered by said United States Circuit Court of Appeals for the Ninth Circuit in said cause, or on a mandate of said United States Circuit Court of Appeals by said District Court of the United States, for the Western District of Washington, Northern Division, then this obligation to be void, otherwise to remain in full force and virtue.

JAMES BARRON. (Seal)

DANL. NEESON. (Seal)

N. A. MUNRO. (Seal)

CHARLES HOVE. (Seal)

United States of America,
Western District of Washington.—ss.

Charles Hove and N. A. Munro, being first duly sworn, each for himself on oath, deposes and says: that he is one of the sureties in the foregoing bond, and is a resident householder and freeholder within the said Western District of Washington, and worth the amount specified in said bond over and above all his debts and liabilities, exclusive of property exempt from execution.

N. A. MUNRO.

CHARLES HOVE.

Subscribed and sworn to before me this 10th day of October, 1911.

J. W. OYEN,

Notary Public in and for the State of Washington, residing
at Everett, Snohomish County.

The foregoing bond is hereby approved this 11th day of October, 1911.

(Seal)

C. H. HANFORD,

U. S. District Judge.

Indorsed: Bond on Appeal. Filed in the U. S. District Court, Western Dist. of Washington, Oct. 16, 1911. A. W. Engle, Clerk. By F. A. Simpkins, Deputy.

In the United States Circuit Court of Appeals, for the Ninth Circuit.

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,
Libellants and Appellees,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner, and D.
Neeson,
Respondents and Appellants.

No. 4503.

STIPULATION.

It is stipulated, by and between Robert McMurchie, proctor for the appellant James Barron, and E. C. Million, proctor for the appellees herein, Alex Zueghoer, K. J. Johannson and Julius Johannson, as follows:

That the apostles herein shall contain the following and no more:

A caption exhibiting the proper style of the Court and the title of the cause, and a statement showing the time of the commencement of the suit; names of the parties; the several dates when the respective pleadings were filed; the time when the trial was had and the name of the Judge hearing same; the libel of the libellants; the answer of the appellant James Barron; the two memorandum decisions of the Honorable C. H. Hanford, Trial Judge; the Findings of Fact and Conclusions of Law and Decree of the Trial Judge; the Notice of Appeal; the Assignments of Error; Bond on Appeal; and the following portions of the evidence taken before the Commissioners:

Evidence of K. J. Johannson, page 10, starting with line 24 to line 21 on page 11; the evidence of James Barron on

page 33 to page 37 inclusive, and the evidence of the libellant Alex Zueghoer, pages 38, 39, 40 and 41; the evidence of K. J. Johannson, pages 42 and 43; and it is conceded by and on behalf of both parties herein, that a proper notice of appeal and bond has been given in the above entitled case, and that the appellant James Barron filed his claim as required by law to the said boat, and furnished a bond as required by law to abide by the judgment and decree of the Court in said matter.

Dated this 21st day of November, 1911.

ROBERT McMURCHIE,

Proctor for Appellant James Barron.

MILLION & HOUSER,

Proctor for Appellees Alex Zueghoer, K. J. Johannson and
Julius Johannson.

Indorsed: Stipulation. Filed in the U. S. District Court,
Western Dist. of Washington, Dec. 7, 1911. A. W. Engle,
Clerk. F. A. Simpkins, Deputy.

*In the District Court of the United States for the Western
District of Washington. Northern Division.*

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,

Libellants and Appellees,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner,

Respondents and Appellants.

No. 4503.

CLERE'S CERTIFICATE.

United States of America,
Western District of Washington.—ss.

I, A. W. Engle, Clerk of the District Court of the United States, for the Western District of Washington, do hereby certify the foregoing 40 printed pages, numbered from 1 to 40, inclusive, to be a full, true and correct copy of the record and proceedings in the above and foregoing entitled cause as is called for by the Praeceptum of the Proctor for Appellant, as the same remain of record and on file in the office of the Clerk of the said Court, and that the same constitutes the Apostles on Appeal from the Order, Judgment and Decree of the District Court of the United States for the Western District of Washington, to the Circuit Court of Appeals for the Ninth Judicial Circuit.

I further certify that I hereto attach and herewith transmit the Original Citation issued in this cause.

I further certify that the cost of preparing and certifying the foregoing Apostles is the sum of \$54.75 and that the said

sum has been paid to me by Robert McMurchie, Proctor for Defendant and Appellant.

In testimony whereof, I have hereunto set my hand and affixed the seal of said District Court, at Seattle, in said District, this 8th day of January, 1912.

(Seal)

A. W. ENGLE, Clerk.

In the United States Circuit Court of Appeals, for the Ninth Circuit.

ALEX ZUEGHOER, K. J. JOHANN-
SON and JULIUS JOHANNSON,

Libellants and Appellees,

vs.

STEAMSHIP "COLUMBIA" and
JAMES BARRON, Owner, and D.
NEESON,

Respondents and Appellants.

No. 4503.

CITATION ON APPEAL OF JAMES BARRON.

To Alex Zueghoer, et al.:

The President of the United States of America, to Alex Zueghoer, et al., the above named libellants and appellees, Greeting:

You and each of you are hereby cited and admonished to be and appear at the United States Circuit Court of Appeals, for the Ninth Circuit, to be holden at San Francisco, State of California, within thirty days from the date hereof, pursuant to an appeal filed in the office of the Clerk of the District Court of the United States, for the Western District of Washington, Northern Division, in the above entitled cause, wherein James

Barron and Dan Neeson are appellants, and you and each of you are appellees, to show cause, if any there be, why the decree entered and rendered in the above entitled cause on the 2d day of October, 1911, against the said appellants should not be corrected and why speedy justice should not be done in the premises on that behalf.

Witness the Honorable C. H. Hanford, Judge of the United States District Court, for the Western District of Washington, Northern Division, this 12th day of December, A. D. 1911.

(Seal)

Enter: C. H. HANFORD,
District Judge.

Attest: A. W. ENGLE, Clerk.

By F. A. SIMPKINS, Deputy.

Indorsed: No. 4503. Original. U. S. Circuit Court of Appeals for the Ninth Circuit. Alex Zueghoer, et al., Libellants and Appellees, vs. Steamship "Columbia," Respondents and Appellants. Citation on Appeal of James Barron. Filed in the U. S. District Court, Western Dist. of Washington, Dec. 12, 1911. A. W. Engle, Clerk. By F. A. Simpkins, Deputy. R. McMurchie, Everett, Washington, Atty. for Appellant.